

### INTERIM PPA RIDER

THIS INTERIM PPA RIDER (this "Agreement"), dated as of \_\_\_\_\_, 2004, between ILLINOIS POWER COMPANY, an Illinois corporation ("IP"), and DYNEGY MIDWEST GENERATION, INC., an Illinois corporation ("DMG"); (IP and DMG are sometimes referred to herein individually as a "Party" and collectively as "Parties");

### WITNESSETH:

WHEREAS, IP and DMG's predecessor in interest, Illinova Power Marketing, Inc. ("WESCO"), are parties to that certain Power Purchase Agreement dated October 1, 1999, pursuant to which DMG sells capacity and energy to IP (the "PPA");

WHEREAS, IP and DMG are parties to that certain Negotiated Tier 1 Memorandum dated May 14, 2000, pursuant to which DMG sells capacity and energy to IP;

WHEREAS, IP and DMG are parties to that certain Negotiated Tier 2 Memorandum 2003-1 dated May 27, 2003, pursuant to which DMG sells energy to IP;

WHEREAS, Ameren Corporation, Illinova Corporation, Illinova Generating Company, and Dynegy Inc. are parties to that certain Stock Purchase Agreement dated February 2, 2004, pursuant to which Ameren Corporation will acquire all of the common and preferred stock of IP owned by Illinova Corporation (the "IP Sale"); and

WHEREAS, between the time of closing of the IP Sale and January 1, 2005, the Parties desire that DMG dispatch its electric generating units, rather than permitting IP to dispatch such units, except during situations necessitating reliability dispatch;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

1. Effective upon the closing of the IP Sale and continuing through December 31, 2004:

(A) Section 7 of the PPA shall be amended to read, in its entirety, as follows:

7. Capacity and Energy Scheduling and Dispatch

(a) Scheduling of IP Load

IP shall provide to WESCO hourly schedules of Scheduled IP Load for each Day by 8:00 A.M. Central Prevailing Time of the immediately preceding Day. IP shall be entitled to revise a previously submitted schedule for any hour by notice given to WESCO no later than 45 minutes prior to the start of such hour. The Scheduled IP Load in effect for an hour as of 44 minutes and 59 seconds prior to the start of such hour shall be the Final Scheduled IP Load for such hour. In the event IP fails to provide WESCO an hourly schedule by the required time, the forecasted IP Load specified for the applicable Day in the most recent rolling 10-Day Forecast, pursuant to Section 7(g), shall be deemed to be the hourly schedule of Scheduled IP Load for such Day.

(b) WESCO Daily Capacity Schedule

For each Day, WESCO shall provide to IP, by 11:00 A.M. Central Prevailing Time of the immediately preceding Day, a Daily Capacity Schedule, setting forth the Units and other electric capacity resources available to WESCO that will be available on such Day to serve IP Load. The Daily Capacity Schedule shall state any Operating Limits on the capacity or availability of a Unit below its Net Dependable Capacity set forth on Appendix 1, and any limits on the availability of any other electric capacity resource included on such Daily Capacity Schedule. Such Daily Capacity Schedule shall designate, in the aggregate, available electric capacity which shall equal or exceed the sum of (i) Adjusted Tier 1 Capacity plus (ii) Negotiated Tier 2 Capacity, if any, for such Day.

(c) Removal or Reduction of Capacity Designated in Daily Capacity Schedule

WESCO shall inform IP as soon as possible of any Operating Limits or other occurrences which require that a Unit or other electric capacity resource available to WESCO be removed from service or limited in its availability or capacity below the level designated on the Daily Capacity Schedule. Subject to the provisions of Section 7(e), WESCO shall have sole authority to determine whether and to what extent a Unit or other electric capacity resource available to WESCO is available to serve IP Load and to impose Operating Limits on the availability or operation of any Unit. In the event the imposition of any such Operating Limit, or any other occurrence, causes the actual aggregate available electric capacity of the Units and other electric capacity resources otherwise designated as being available on the Daily Capacity Schedule to fall below the sum of the (i) Adjusted Tier 1 Capacity plus (ii) Negotiated Tier 2 Capacity, if any, WESCO shall immediately designate to IP sufficient additional electric capacity resources to eliminate such Capacity Deficiency. IP shall take reasonable actions, consistent with Good Utility Practice, to maintain the balance of electric supply and electric load on the IP System and in the IP Control Area, including but not limited to obtaining replacement or additional capacity and energy to replace all or a part of any electric capacity resource designated by WESCO on a Daily Capacity Schedule that has become unavailable or limited in its availability or capacity in any case in which WESCO fails to immediately designate sufficient additional generation resources to eliminate a Capacity Deficiency. WESCO shall reimburse IP for all costs incurred by IP in obtaining any replacement capacity or energy in accordance with this Section.

(d) Dispatch to Serve IP Load

Except as provided in Section 7(e), WESCO shall control the level of generation of the Units based on information provided by IP for purposes of ensuring reliability and balance of aggregate load and generation within the IP System and the IP Control Area, subject to any hourly or annual limits on WESCO's obligation to supply capacity and energy pursuant to this Agreement. WESCO shall Dispatch the Units in the manner required to support compliance with applicable requirements and guidelines of NERC, MAIN, any other regional reliability council of which the IP System or IP Control Area is a member, and the Independent System operator, and, subject to the foregoing requirements. WESCO shall Dispatch the Units: (i) in accordance with principles of economic dispatch, and (ii) subject to (a) the Design Limits set forth in Appendix 3, (b) any Operating Limits, and (c) any other limits imposed by WESCO in accordance with Sections 7(b) or 7(c).

(e) Reliability Dispatch

IP shall be authorized to direct WESCO (i) to Dispatch any Unit listed on the Daily Capacity Schedule out of economic order up to the limit of its available capacity, and (ii) to direct WESCO to delay the start of a Planned Outage for a Unit set forth in a Planned Outage Schedule previously established by the Parties in accordance with Section 12(a) and to Dispatch such Unit, if and to the extent either such Dispatch is necessary in the sole judgment of IP to maintain the integrity of the IP System, or to fulfill a requirement of the Open Access Transmission Tariff or other applicable tariff, or a requirement or directive of NERC, MAIN, any other regional reliability council of which the IP System or IP Control Area is a member, or the Independent System Operator, notwithstanding that such Dispatch may be contrary to principles of economic dispatch or to a previously-established Planned Outage Schedule; provided, that in no case shall WESCO be required to operate any Unit in a manner which exceeds the Design Limits, the Operating Limits, or any other limits imposed by WESCO in accordance with Sections 7(b) or 7(c), or which, in WESCO's judgment, jeopardizes the safety of personnel or the integrity of the Unit. WESCO shall be entitled to Reliability Compensation in accordance with Section 15(d) for Reliability Dispatch Energy. Redispatch of a Unit to provide reactive power support, including emergency redispatch or non-emergency redispatch, is covered in and subject to the Second Revised Interconnection Agreement, dated as of January 9, 2004, between IP and Dynegy Midwest Generation, Inc., as may be amended from time to time.

(f) Dispatch Protocols

IP and WESCO shall develop and implement such protocols and procedures for communication of information and other operational matters as may be needed from time to time to facilitate the Dispatch of the Units as provided herein.

(g) Rolling 10-Day Forecast

By 8:00 A.M. Central Prevailing Time each Day, IP shall submit to WESCO a non-binding 10-day forecast of the hourly IP Load to be provided by WESCO under this Agreement

(B) The definition of "Daily Sales Schedule" as set forth in Subsection 1(a) of the PPA shall be deleted, and the following definitions set forth therein shall be amended to read, in their entirety, as follows:

"Capacity Deficiency" means a condition or circumstance in which the actual aggregate available electric capacity of the Units, within and subject to the Design Limits and any Operating Limits imposed on a Unit by WESCO, within any limitations otherwise agreed to by IP in this Agreement, and consistent with Good Utility Practice, and the other electric capacity resources otherwise designated by WESCO as being available on the Daily Capacity Schedule is less than the sum of (i) Adjusted Tier 1 Capacity plus (ii) Negotiated Tier 2 Capacity.

"Daily Capacity Schedule" means a schedule provided by WESCO to IP for each Day, in accordance with Section 7(b), which sets forth the available capacity of the Units, within and subject to the Design Limits, within any Operating Limits imposed on a Unit by WESCO, within any limitations otherwise agreed to by IP in this Agreement, and consistent with Good Utility Practice, and other electric capacity resources available to WESCO to serve IP Load for such Day.

"Dispatch" means WESCO's or IP's, as applicable, right and obligation to control the generating level of each Unit, and of the Units as a group, within and subject to the Design Limits, to any Operating Limits imposed on a Unit by WESCO, within any limitations otherwise

agreed to by IP in this Agreement, and consistent with Good Utility Practice, as provided in this Agreement.

2. Section 7 and the definitions of Capacity Deficiency, Daily Capacity Schedule , Dispatch in Section 1(a) of the PPA are the only sections of the PPA amended by this Agreement, and all other sections of the PPA shall remain in full force an effect, in accordance with the terms of the PPA.

IN WITNESS WHEREOF the Parties hereto, by their duly authorized representatives, have signed this Agreement as of this \_\_\_\_ day of \_\_\_\_\_, 2004.

ILLINOIS POWER COMPANY

DYNEGY MIDWEST GENERATION, INC.

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_